

:1:

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION**

SUMMARY SUIT NO. 45 OF 2004.

The Supreme Industries Limited.

..Plaintiff.

VERSUS.

M/s. Thermoforma & Anr.

..Defendants.

Mrs. M. N. Shivajan for Mr. M. G. Mimani for the
plaintiffs.

None for the defendants.

**Coram: V.M.KANADE, J.
Date: August 25, 2004.**

P.C.

1. Heard the learned counsel appearing on behalf
of the plaintiff. The plaintiff has filed the suit
which is based on various cheques issued by the
defendants in favour of the plaintiff on account of the
goods which were supplied, delivered and sold to the
defendants at the agreed rate. Out of the said cheques,
four cheques when presented for payment, were
dishonoured. Part payment of Rs.3,10,832/- was
appropriated towards the four invoices, however, balance
of Rs.44,293/- remained unpaid against the plaintiff's
invoice dated 19.2.2002 (Invoice No.4989), and
Rs.56,487/- against the invoice dated 8th April 2002
(Invoice No.46). Thus, in aggregate Rs.1,00,780/- was

:2:

due and payable to the plaintiff. The plaintiff has filed affidavit of service which is filed by the Dispatch Clerk in the office of the Sherrif of Mumbai. Original Writ of summons is also filed. The postal acknowledgement is annexed to the affidavit of service. The plaintiff has also filed original documents which are marked as Exhibit-"A" collectively. The plaintiff, therefore, is entitled for a decree. The suit is, therefore, decreed in terms of prayer clauses (a) & (b). The plaintiff shall be entitled to the refund of court fees as permissible under the rules.

(V.M.KANADE,J.)

/2004/